



MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION
DRINKING WATER PROGRAM

**MODEL
CONSERVATION RESTRICTION**

Public Drinking Water Supply Wells
Updated 2017

This Model Conservation Restriction is designed to assist public water systems in developing a conservation restriction (CR) to protect land located in the Zone I, II, or III of a public water supply well. This model is based on the format for CRs developed by the Massachusetts Executive Office of Energy and Environmental Affairs (EEA). A Model CR for Surface Water Supplies is also available on MassDEP's website at: <http://www.mass.gov/eea/agencies/massdep/water/drinking/source-water-protection-for-drinking-water-supplies.html#4>

What You Need to Know

- CRs to protect public water supplies require review and approval from both MassDEP and EEA.
- Land acquired for drinking water supply purposes must be placed under the control of the Board of Water Commissioners, or the authorized acting entity, such as the Board of Selectmen.
- A draft Map of the CR must accompany the draft CR. A draft CR cannot be reviewed without the Map.
- Public water suppliers must submit Permit Application BRP WS-26; see application at: <http://www.mass.gov/eea/agencies/massdep/water/approvals/drinking-water-forms.html>.
- A Public Hearing in the MassDEP Regional Office is required for all water supply land acquisitions.
- Prior approval of the CR is not required in order for MassDEP to hold the Public Hearing.
- EEA has specific CR application requirements, see; <http://www.mass.gov/eea/grants-and-tech-assistance/grants-and-loans/dcs/publications.html#visit>.

How to Use this Model

1. Fill in _____ and remove underlines.
2. Replace [bracketed words] with the requested information, remove brackets.
3. Determine if {braced words} are applicable. Remove braces and keep, or delete if not applicable.
4. Choose the correct [words/sentences] remove brackets and delete non-applicable words/sentences.
5. Delete this cover page and all *Notes* and footnotes.
6. Do not delete (words or sentences in parenthesis).
7. Add page numbers.
8. For assistance please contact the MassDEP Drinking Water Program **617-292-5770**.

MassDEP Regional Offices

WERO - Springfield 413-784-1100
CERO - Worcester 508-792-7650

NERO - Wilmington 978-694-3200
SERO - Lakeville 508-946-2700

Grantor: _____

Grantee: _____

Address of Premises: _____

For Grantor's title see: [Name of County] Registry of Deeds Book_____Page_____.

CONSERVATION RESTRICTION

[I/We] [Name(s)], being [unmarried/married] of [address] [Name of County] ¹ being the [sole owner/joint owners] constituting all of the [owner/owners], for my successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grant with QUITCLAIM COVENANTS to the [Town/City/Water District] of [Name of Municipality] acting by and through its [Board of Water Commissioners]² by authority of Section 41 of Chapter 40 of the Massachusetts General Laws, their permitted successors and assigns ("Grantee"), for [_____dollars \$__ .00]³ IN PERPETUITY AND EXCLUSIVELY FOR PUBLIC DRINKING WATER SUPPLY PROTECTION AND CONSERVATION PURPOSES, the following Conservation Restriction on land ("Property") located in [Name of Municipality] containing [the entire # acre Property/a # acre portion of the # acre Property] ⁴ ("Premises"), and more particularly described in Exhibit A and the attached Map Exhibit B⁵.

Grantee acquires this Conservation Restriction subject to the approval of the Massachusetts Department of Environmental Protection pursuant to Massachusetts General Laws Chapter 40 Sections 39B and 41 and subject to the approval of the Secretary of Energy and Environmental Affairs pursuant to Massachusetts General Laws Chapter 184, Section 32.

I. PURPOSES

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the Massachusetts General Laws and otherwise by law. The purpose of this Conservation Restriction is to protect the public drinking water supply and quality of the [Name of Public Well]⁶ ("Well") approved by the Massachusetts Department of Environmental Protection ("MassDEP") as a source of public drinking water,

¹ Include all addresses if joint owners reside separately. Identify state if owner does not live in Massachusetts

² Or the entity authorized to Act as the Board of Water Commissioners, see Mass General Law Ch.40, Section 39E.

³ If the CR is a donation, enter 'nominal' or 'less than one hundred dollars'; do not use 'for no consideration' or 'and other valuable consideration'.

⁴ Use 'square feet' instead of acres if applicable.

⁵ Refer to the *Notes* on the last page of this Model for information on the Exhibits.

⁶ Identify all public wells that will be protected by the conservation restriction

[PWS and Source ID]⁷, and to assure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition and to prevent any use or change that would materially impair or interfere with its conservation and preservation values (“conservation values”).

The Premises was acquired using [source of funding]⁸. A copy of the [Town/City Council/Water District] meeting vote is attached hereto as Exhibit C.

CONSERVATION VALUES INCLUDE THE FOLLOWING ⁹

1. {Drinking water supply}. The Premises is located [entirely/partially] in the [Zone I] of the Well. This land area is identified by MassDEP as the immediate protection area around the wellhead that must be owned or controlled by the public water supplier pursuant to Massachusetts Drinking Water Regulations 310 CMR 22.00 and is further defined in Exhibit D.}
2. {Drinking water supply}. The Premises is located in the [Zone II and/or Zone III]¹⁰ of the Well. This land is identified by MassDEP as the recharge area to the Well{s} that must be protected to ensure clean drinking water and is further defined in Exhibit D.}
3. Open Space. The Premises contributes to the protection of the scenic and natural character of the community and will enhance the open-space value of these and nearby lands.
4. Medium-High Yield Aquifer. The Premises overlies a significant source of groundwater. Conservation of the Premises will help to protect the water quality of the aquifer.
5. Endangered species protection. Species of conservation concern include _____.
6. Wildlife habitat. The Premises contains a diverse array of wildlife habitats [forest, fields, wetlands etc.]
7. Public access. Trails for passive recreation, wildlife observation, education and nature study¹¹.

*Notes: For additional conservation values see EEA Model Conservation Restriction at:
<http://www.mass.gov/eea/grants-and-tech-assistance/grants-and-loans/dcs/>*

For the MA endangered species list see: <http://www.mass.gov/eea/agencies/dfg/dfw/natural-heritage/species-information-and-conservation/ma-list/list-of-rare-species-in-massachusetts.html>

⁷ Identify well(s) by Public Water System (PWS) ID# and MassDEP assigned Well #, i.e. 100000-01G, 02G, 0AG etc

⁸ Identify CR funding sources, ie. Community Preservation Act Funds, EEA Drinking Water Supply Protection Grants etc.

⁹ Only list conservation values specific to the Premises. Other values than those listed may be applicable.

¹⁰ Identify all protection Zones in which the Premises is located.

¹¹ Not applicable to Zone I without prior approval from MassDEP.

II. PROHIBITED ACTS AND USES, RESERVED RIGHTS, EXCEPTIONS THERE TO, AND PERMITTED USES

Note: For Zone I CRs, use the following A and B paragraphs

A. Prohibited Acts and Uses in the Zone I

1. All activities and uses of the Premises are prohibited except those conducted by the [Name of PWS] which are directly related to the operation and maintenance of the Well consistent with the requirements of Massachusetts Drinking Water Regulations 310 CMR 22.00.
2. Neither the Grantors nor their successors or assigns of the Grantors will perform nor give permission to allow others to perform any acts or uses on the Premises other than those conducted by the [Name of PWS] which are directly related to the operation and maintenance of the Well.
3. Any other use of the Premises or activity which is inconsistent with the purpose of this conservation restriction for public drinking water supply purposes or would materially impair its conservation values.

B. Permitted Uses in the Zone I¹²

1. Activities necessary and incidental to the construction, installation, operation, maintenance, inspection, repair, replacement and protection of the Well and associated infrastructure necessary and incidental to the use of the Well as a public water supply.

Note: For Zone II/III CRs, use the following A and B paragraphs

A. Prohibited Acts and Uses ¹³

Subject to the exceptions set forth herein, the Grantor will not perform or allow other to perform the following acts and uses which are prohibited on, above, and below the Premises:

1. Constructing, placing or allowing to remain any temporary building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary structure on, above or under the Premises;
2. Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
3. Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, or other substance or material on or below the Premises;
4. Cutting, removing or otherwise destroying trees, grasses or other vegetation other than those activities permitted under Section B;

¹² With approval from MassDEP, other uses in the Zone I may be allowed

¹³ Add other prohibitions as applicable.

5. Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;
6. Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises, and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
7. No snowmobiles, motorcycles, mopeds, all-terrain vehicles, or other motor vehicles of any kind shall be used, stored, maintained, operated or otherwise allowed on the Premises except for fire, police and ambulance vehicles required for public safety;
8. No pesticides as defined by the Federal Insecticide, Fungicide and Rodenticide Act of 1947, as amended, shall be transported, used, stored, or applied in any manner or to any extent on or under the Premises;
9. No toxic or hazardous substances, material or wastes, shall be transported, used, stored, applied or disposed of in any manner or to any extent on or under nor transported over or through the Premises;
10. No underground or above-ground fuel storage tanks shall be installed, placed or allowed to remain on the Premises;
11. Any other use of the Premises or activity which would materially impair its conservation values or is inconsistent with or threatening the purpose and intent of this Conservation Restriction.

B. Reserved Rights, Exceptions, Permitted Uses¹⁴

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not materially impair the conservation values or purposes of this conservation restriction.

1. Permits. The exercise of any right reserved by Grantor under this paragraph B shall be in compliance with municipal zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued;
2. Vegetation Management. In accordance with generally accepted forest management practices, selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises;
3. Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality.

¹⁴ These are examples. Other reserved rights and permitted uses may be applicable.

4. Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
5. Signs. The erection, maintenance, replacement of public notifications signs for resource protection, trespass, and to identify trails;
6. Trails. Development and maintenance of access roads, trails and footpaths; and
7. Outdoor passive recreational activities. {Swimming, bathing, wading, fishing, boating, hunting, horseback riding}¹⁵, hiking, wildlife observation, nature study, bicycling, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental or drinking water quality.

C. Notice and Approval.

Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Conservation Restriction.

Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not materially impair the conservation values or purposes of this Conservation Restriction.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

¹⁵ These activities must be approved by MassDEP.

Grantor covenants and agrees to reimburse the Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by the Grantor, or determined by a court of competent jurisdiction, to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

B. Non-Waiver

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this Conservation Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises if desirable and feasible.

IV. ACCESS

The Grantor hereby grants to the Grantee a permanent easement of access to enter the Premises for the purpose stated in this Conservation Restriction and to permit personnel from MassDEP, a duly constituted agency organized under the laws of the Commonwealth of Massachusetts, with prior notice to the Grantor, to enter the premises for the purpose of inspecting the same to determine compliance with Massachusetts Drinking Water Regulations 310 CMR 22.00.

{The Grantor also grants to the public the right to enter the Premises for the purpose of passive recreation as described in Section II.B.7}

V. EXTINGUISHMENT

If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the

Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with Paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

Proceeds. Grantor and Grantee agree that the grant of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, [MA Conservation Land Tax Credit¹⁶/IRS tax deduction language/appraised value determined at the time of the gift], bears to the value of the unrestricted property at that time. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant or other funding requirements {including _____}.¹⁷

Grantor and Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with paragraph B above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. Running of the Burden. The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of themselves and their successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and their successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; and the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended,

¹⁶ <http://www.mass.gov/eca/state-parks-beaches/land-use-and-management/land-conservation/massachusetts-conservation-tax-credit-program.html>

¹⁷ If applicable, identify funding source(s) and provide relevant information.

and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument by which grants any interest in all or a portion of the Premises, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do so shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days¹⁸, execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Conservation Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Conservation Restriction may be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31 -33 of Chapter 184 of the General Laws of Massachusetts. Any amendments to this Conservation Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, and in circumstances where in granting an amendment there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by MassDEP and the Secretary of Energy and Environmental Affairs,

¹⁸ 60 days for municipalities unless otherwise agreed upon

and if applicable, shall comply with the provisions of Article 97 of the Amendments to the Massachusetts Constitution and any gifts, grants or funding requirements. Any amendment shall be recorded in the [Name of County] Registry of Deeds.

XI. EFFECTIVE DATE

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in the [Name of County] Registry of Deeds.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as below or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

To Grantor: [Name and Address]

To Grantee: [Name and Address]

XIII. GENERAL PROVISIONS

A. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to affect the purpose of this Conservation Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to Massachusetts General Law Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and

Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

- B. Homestead. *Note: Choose one of the following paragraphs and delete the other.*

{The Grantor attests that there is no residence on or abutting the Premises (including exclusions) that is occupied or intended to be occupied as principle residence by a spouse, former spouse or children of the Grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if the Premises is owned by a trust.}

{The Grantor attests that there is a residence on or abutting the Premises (including exclusions) that is occupied or intended to be occupied as principle residence by a spouse, former spouse or children of the Grantor, or a spouse, former spouse, or children of a beneficiary of the trust, if the Premises is owned by a trust on or abutting the Premises, who have signed and notarized a separate release and subordination of the their Homestead rights to this Conservation Restriction which will be recorded herewith.}

- C. The Grantor agrees to subordinate all liens, mortgages, construction loans, and home equity lines of credit to this Conservation Restriction.
- D. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor

Grantee Acceptance

Approval by Select Board or City Council

Approval from MassDEP

Approval of the Secretary of Energy and Environmental Affairs.

Exhibits :

A. Legal description of the property

B. Map

C. Authorizing vote(s)

D. Public Water Supply Zone definition

E. [Other Exhibits, Addendums, Appendixes, votes, grant agreements, exclusions, etc]

WITNESS my hand and seal this _____ day of _____, 20__.

Name(s) & signatures of all owners

COMMONWEALTH OF MASSACHUSETTS

[COUNTY] ss:

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____ and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

ACCEPTANCE OF GRANT BY [TOWN/CITY/WATER DISTRICT]

OF _____, BOARD OF WATER COMMISSIONERS

We, the undersigned, being a majority of the Board of Water Commissioners of the [Name of Public Water System], Massachusetts, hereby certify that at a public meeting duly held on _____, 20__, the Board of Water Commissioners voted to approve and accept the foregoing Conservation Restriction from [Grantor's Name] pursuant to M.G.L. Chapter 184 Section 32 and M.G.L Chapter 40 Sections 39B and 39E.

BOARD OF WATER COMMISSIONERS:

COMMONWEALTH OF MASSACHUSETTS

[COUNTY], ss:

On this day of _____, 20__, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

APPROVAL OF [SELECT BOARD/CITY COUNCIL]

We, the undersigned, being a majority of the [Select Board/City Council] of the [Town/City] of _____, hereby certify that at a public meeting duly held on _____, 20____, the [Select Board/Council] voted to approve the foregoing Conservation Restriction from [Grantor's Name] to [Grantee's Name] pursuant to Section 32 of Chapter 184 of the General Laws of Massachusetts.

[SELECT BOARD/CITY COUNCIL]:

COMMONWEALTH OF MASSACHUSETTS

[COUNTY] _____, ss:

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

**APPROVAL BY
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

The undersigned, _____ of the Massachusetts Department of Environmental Protection of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction to the [\[Town/City/Water District\]](#) of [\[Name of Municipality\]](#) has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 20_ _____

[\[NAME\]](#)
Massachusetts Department of Environmental Protection

COMMONWEALTH OF MASSACHUSETTS

[\[COUNTY\]](#), ss:

On this _____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____ and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from [Grantor's Name] to [Grantee's Name] has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: _____, 20__

Mathew A. Beaton
Secretary of Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss:

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared Mathew A. Beaton and proved to me through satisfactory evidence of identification which was personal knowledge to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Secretary of Energy and Environmental Affairs for the Commonwealth of Massachusetts.

Notary Public
My Commission Expires:

EXHIBIT NOTES

Label all Exhibits on separate pages

EXHIBIT A Legal Description

- The land burdened by a Conservation Restriction (the Property) must be described by metes and bounds, or by reference to a filed plan. Referencing the deed is not acceptable.
- Building envelopes and exclusion areas must be defined by metes and bounds.

EXHIBIT B The MAP

- The MAP should be a plan of land or the municipal Assessor's property map. If these are not available a Sketch of the Property, suitable for recording at the Registry of Deeds, may be used.
- The MAP must show the boundaries of the CR area and the Property.
- Exclusions and building envelopes must be clearly labeled.
- If using a Sketch, the Property's parcel/lot # number must be noted and (unless the property is landlocked) at least one adjacent street identified.
- The MAP must contain the following Note:

"This property is acquired for water supply protection pursuant to Massachusetts General Laws Chapter 40 Sections 41 and 39B and Article 97 of the Amendments to the Massachusetts Constitution. This land is under the control of the Board of Water Commissioners of the [Name of PWS]. Massachusetts Department of Environmental Protection approval is required before any portion of this property can be changed to a different use or transferred to a different ownership or control."

EXHIBIT C MassDEP Public Water Supply Protection Areas – Zones I, II, III

(See 310 CMR 22.02 for complete definitions)

- Zone I is the immediate area around a well or wellfield that must be owned or controlled by the public water supplier.
- Zone II is the area of an aquifer which contributes water to a well under the most severe pumping and recharge conditions that can be realistically anticipated.
- The Zone III is the land area beyond the area of Zone II from which surface water and groundwater drain into Zone II.

EXHIBIT D

- Copy of the Municipal and/or Water District vote